

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

BRAD RENNISON, an individual; BRAD  
RENNISON d/b/a TAHOE HOME REPAIR  
SERVICES,

Plaintiffs,

vs.

JOSEPH LAUB aka JOEY MAX LAUB, an  
individual; LAW FIRM OF LAUB & LAUB,  
a Nevada Domestic Professional Corporation,  
and DOES 1 through 100, inclusive,

Defendant.

Case No.: 3:19-cv-00320-ART-CLB

**ORDER APPROVING**

STIPULATION

**STIPULATION OF SETTLEMENT AND DISMISSAL**

Plaintiffs BRAD RENNISON and BRAD RENNISON d/b/a TAHOE HOME REPAIR SERVICES (“Plaintiffs”), and Defendants JOSEPH LAUB aka JOEY MAX LAUB and LAW FIRM OF LAUB & LAUB (“Defendants”), by and through their respective counsel, hereby stipulate and agree as follows:

1. Defendants shall pay Plaintiffs the total amount of Two Hundred Forty Thousand Dollars (\$240,000.00) (the “Settlement Amount”), pursuant to terms placed on the record at the November 15, 2022, hearing [Dkt. 102]. Plaintiffs agree to accept the Settlement

1 Amount as full and complete satisfaction of Plaintiff's claims in the above-captioned matter,  
2 including any claim for attorneys' fees, costs, expert fees, and litigation expenses, and the  
3 Settlement Agreement is inclusive of any interest.

4 2. Defendants shall pay the first One Hundred Thousand Dollars (\$100,000.00)  
5 on or before Thursday, December 15, 2022, by electronic transfer of funds as specified in  
6 instructions provided to counsel for Defendants by Plaintiff's counsel in writing. Plaintiffs  
7 and Plaintiff's counsel shall be responsible for any distribution of the Settlement Amount  
8 among themselves.

9 3. Defendants shall pay the final remaining Settlement payment of One Hundred  
10 Forty Thousand Dollars (\$140,000.00) on or before Monday, February 13, 2023, by electronic  
11 transfer of funds as specified in instructions provided to counsel for Defendants by Plaintiff's  
12 counsel in writing. Plaintiffs and Plaintiff's counsel shall be responsible for any distribution  
13 of the Settlement Amount among themselves. Defendants final remaining Settlement payment  
14 shall constitute full and final settlement of all claims by Plaintiffs in the above captioned  
15 matter, including any claim for expenses incurred by Plaintiffs in this action and Defendants  
16 shall have no liability for any further amounts related to this litigation.

17 4. Upon the execution of this agreement, Plaintiffs hereby release and forever  
18 discharge the Defendants, officers, employees, and agents from any and all claims and causes  
19 of action that Plaintiffs asserts or could have asserted in this litigation, including, but not  
20 limited to, any claim for attorneys' fees, costs, or litigation expenses in connection with the  
21 above-captioned litigation.

22 5. This Agreement is not, is in no way intended to be, and should not be  
23 construed as, evidence or as an admission of liability or fault on the part of the Defendants,  
24 their agents, servants, employees, or officers, regarding any issue of law or fact, or regarding  
25 the truth or validity of any allegation or claim raised in this action, or as evidence or as an  
26 admission by the Defendants regarding Plaintiffs entitlement to attorneys' fees and other  
27 litigation costs. This agreement is entered into by the Parties for the purpose of compromising  
28 disputed claims and avoiding the expense and risks of further litigation and shall not be used



1 in any manner to establish liability for fees, amounts, or hourly rates in any other case or  
2 proceeding involving the Defendants.

3 6. Plaintiffs represent and warrant that they are the sole and lawful owner of all  
4 rights, title, and interests in and to every claim and other matter that it purports to release  
5 herein, and that it has not heretofore assigned or transferred, or purported or attempted to  
6 assign or transfer to any person or entity any claims or other matters herein released.

7 7. Compliance with all applicable federal, state, and local tax requirements shall  
8 be the sole responsibility of the Plaintiffs. This settlement agreement is executed without  
9 reliance upon any representation by Defendants as to tax consequences, and Plaintiffs are  
10 responsible for the payment of any taxes that may be associated with the settlement payment.

11 8. This settlement agreement contains the entire agreement between the Parties  
12 hereto, and Plaintiffs acknowledge and agree that no promise or representation not contained  
13 in this agreement has been made to it and acknowledges and represents that this settlement  
14 agreement contains the entire understanding between the Parties and contains all terms and  
15 conditions pertaining to the compromise and settlement of the disputes referenced herein. No  
16 statement, remark, agreement, or understanding, oral or written, that is not contained herein  
17 shall be recognized or enforced, nor does this settlement agreement reflect any agreed upon  
18 purpose other than the desire of the Parties to reach a full and final conclusion of the litigation  
19 and to resolve that suit without the time and expense of further litigation.

20 9. Each Party agrees to take such actions and to execute such additional  
21 documents as may be necessary or appropriate to fully effectuate and implement the terms of  
22 this agreement.

23 10. This agreement may be executed in two or more counterparts, each of which  
24 shall be deemed to be an original and all of which together shall be deemed to be one and the  
25 same agreement. A facsimile, electronic, or other duplicate of a signature shall have the same  
26 effect as a manually executed original.

27 11. Upon execution of this agreement by all Parties hereto, this agreement shall be  
28 binding upon and inure to the benefit of the Parties and their respective heirs, personal

1 representatives, administrators, successors, and assigns. Each signatory to this agreement  
2 represents and warrants that he or she is fully authorized to enter into this agreement on behalf  
3 of his client(s).

4 12. Execution of this agreement by counsel for Plaintiffs and by counsel for the  
5 Defendants shall constitute a dismissal with prejudice of all claims asserted against  
6 Defendants in this action, as well as the dismissal of this action with prejudice, pursuant to  
7 Federal Rule of Civil Procedure 41(a)(1)(A)(ii). The Parties agree that this Stipulation of  
8 Dismissal and Settlement will be filed on the Court docket by Plaintiffs promptly after the  
9 Stipulation has been fully executed by the Parties.

10 13. Non-Disparagement. Plaintiffs covenants and agrees that Plaintiffs shall not  
11 engage in any pattern of conduct that involves the making or publishing of written or oral  
12 statements or remarks (including, without limitation, the repetition or distribution of  
13 derogatory rumors, allegations, negative reports or comments) which are disparaging,  
14 deleterious or damaging to the integrity, reputation or good will of the Defendant or their  
15 businesses.

16 14. Confidentiality. The terms of this Stipulation and Dismissal are confidential,  
17 and no Party will disclose its terms to any third party without the prior written consent of the  
18 other Parties, except: (a) as otherwise agreed to by all Parties in writing, separately or  
19 hereunder; (b) as reasonably necessary to enforce rights under this Agreement; (c) where a  
20 disclosure is reasonably required by applicable accounting or regulatory purposes; (d) under  
21 judicial or governmental subpoena, demand or requirement, provided that the disclosing Party  
22 agrees to request provisions of confidentiality; or (e) as otherwise required by law, provided  
23 that prompt, prior notification is provided to the other Party as soon as practicable so that the  
24 other Party has an opportunity to seek protection from such disclosure.

25 IN WITNESS WHEREOF, the parties hereto, by and through their authorized counsel,  
26 intend to be legally bound and have executed this stipulation effective November 22, 2022.


9<sup>th</sup> December  
Dated this 22<sup>nd</sup> day of November 2022.

KOZAK & ASSOCIATES, LLC.

By:   
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*Attorney for the Plaintiffs,  
Brad Rennison and Brad Rennison  
d/b/a Tahoe Home Repair Services*

9<sup>th</sup> December  
Dated this 22<sup>nd</sup> day of November 2022.


LAW FIRM OF LAUB & LAUB

By:   
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*Attorney for the Defendants,  
Joseph Laub and the  
Law Firm of Laub & Laub*

ORDER

Pursuant to the terms of the parties' settlement agreement and stipulation of dismissal (ECF No. 106), this action is dismissed with prejudice.

DATED: December 12, 2022

  
Anne R. Traum  
United States District Judge